

## **EXHIBIT 2**

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

INFOTELECOM, LLC,

Plaintiff,

v.

Civil Action No. 3:11-cv-0739 (VLB)

ILLINOIS BELL TELEPHONE COMPANY

D/B/A AT&T ILLINOIS, INDIANA BELL

TELEPHONE COMPANY INC. D/B/A

AT&T INDIANA, MICHIGAN BELL

TELEPHONE COMPANY D/B/A/ AT&T

MICHIGAN, NEVADA BELL

TELEPHONE COMPANY D/B/A AT&T

NEVADA, OHIO BELL TELEPHONE

COMPANY D/B/A AT&T OHIO, PACIFIC

BELL TELEPHONE COMPANY D/B/A

AT&T CALIFORNIA, THE SOUTHERN

NEW ENGLAND TELEPHONE

COMPANY D/B/A AT&T

CONNECTICUT, SOUTHWESTERN BELL

TELEPHONE COMPANY D/B/A AT&T

ARKANSAS, AT&T KANSAS, AT&T

MISSOURI, AT&T OKLAHOMA,

AND/OR AT&T TEXAS, WISCONSIN

BELL, INC. D/B/A AT&T WISCONSIN,

Defendants.

**AFFIDAVIT OF PAUL MONTI**

County of Cook

State of Illinois

ss.

1. My name is Paul Monti. I am employed by AT&T Services, Inc. as Director Wholesale Local Voice Usage Product Management-AT&T Business Solutions. My business address is 2000 W. AT&T Center Dr., 4H82, Hoffman Estates, Illinois. My responsibilities in this position include the product management of the wholesale local voice usage product

portfolio. This portfolio includes Switched Access and Reciprocal Compensation product offerings. I am responsible for determining the portfolio's product pricing, service/feature offerings, and revenue attainment. I have held this position since January 2007.

2. The purpose of my affidavit is to respond to the allegation in Infotelecom, LLC's ("Infotelecom") Motion for Preliminary Injunction that defendants the AT&T incumbent local exchange carriers ("AT&T ILECs") have some sort of secret settlement or other agreement with Level 3 Communications, LLC ("Level 3") to waive, forego, or modify the AT&T ILECs' rights under their interconnection agreement ("ICA") with Level 3, specifically the First Amendment to that ICA, regarding compensation for the termination of "IP-PSTN" traffic sent from Level 3. There is no such agreement.

3. First, given my position and responsibilities, if there were any settlement or other agreement between the AT&T ILECs and Level 3 to waive, modify, or change the AT&T ILECs' rights under the First Amendment regarding compensation for terminating IP-PSTN traffic (or to charge a "secret off-tariff rate" to Level 3), I would be aware of it. I say this because in my role as Director of Wholesale Local Voice Usage Product Management, I am directly responsible for product pricing and revenue attainment. Therefore, I would be part of any AT&T ILEC approval process required to enter a customer-specific agreement with Level 3 at any time since I took this position, including any agreement related to compensation for IP-PSTN traffic. I am not aware of any such agreement other than the ICA itself.

4. Second, I also would be aware of any agreement of the kind alleged by Infotelecom, because if such an agreement existed it would be in writing and AT&T would have a copy in its files. I say this because AT&T is well aware of the requirement that agreements to modify ongoing rights and obligations under an interconnection agreement must be put into

writing and filed with and approved by state public utility commissions, and I understand that the AT&T ILECs abide by that requirement. Thus, if the AT&T ILECs and Level 3 had agreed to modify or change the rights and obligations under the First Amendment regarding termination of IP-PSTN traffic, that agreement would have been put into writing and approved by the relevant state public utility commissions, and there would be a copy of that agreement in AT&T's files. As I discuss below, however, no such amendment or ICA exists.

5. Third, in order to confirm whether any agreement of the kind alleged by Infotelecom exists, I sent an email to the following AT&T employees: Brad Ostermann-Sales Director Level 3 Account; Richelle Barker-Director Financial Analysis; Edward Miles-Executive Director Financial Analysis; Kathy Wilkinson-Assistant Vice President Call Centers (*i.e.*, Customer CARE); Becky Sparks-Executive Director-Regulatory Specialized Services Wholesale & GEM Solutions; and Marc Cathey-Executive Director-Alliances/Partnerships. I asked these individuals to search AT&T's files and send me any settlement agreements reached with Level 3 since 2005. I contacted these individuals because they represent all the relevant organizations (*i.e.*, Level 3 customer interface, Finance, Customer Care-Billing, Interconnection Agreement negotiations, and customer settlement agreement negotiations) that would be involved in either directly negotiating or approving any Level 3-specific agreement or settlement. In addition, AT&T ILECs utilize a database called SPIRIT. The SPIRIT database contains current and previous customer specific billing disputes form 2007 forward. As part of the AT&T ILECs' regular course of business, the SPIRIT database contains copies of all customer-specific Release and Settlement agreements pertaining to billing disputes with other carriers. The individuals I contacted in my email included the SPIRIT database in their searches.

6. I have reviewed the Level 3 agreements sent to me by the individuals I contacted, including any agreements found in the SPIRIT database, and have not found any agreements calling for “secret or off-tariff arrangements” relating to IP-PSTN terminating traffic. Nor have I found any agreement that in any way waives, foregoes or modifies any AT&T ILEC’s rights under its interconnection agreement with Level 3, specifically the First Amendment thereto, regarding compensation for the termination of IP-PSTN traffic sent by Level 3.

7. In this Affidavit, I have attempted to be precise in my usage of words. Lest there be any suggestion that that precision was designed to conceal something, I note that that is not the case. Based on everything I know and on the results of the diligent inquiries I undertook in light of Infotelecom’s accusations about a supposed secret deal and off-tariff rates, I aver that those accusations have no basis in fact.

8. This concludes my affidavit.

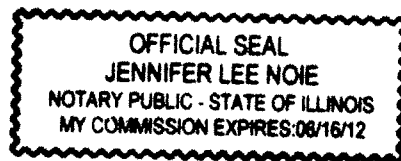


Paul Monti  
AT&T Services, Inc.

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 2011

Jennifer Lee Noie  
Notary Public

My commission expires 6/16/12



**CERTIFICATE OF SERVICE**

I, Dennis G. Friedman, an attorney, hereby certify that on June 7, 2011, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Dennis G. Friedman